

**SIXTH AMENDMENT (“Amendment”)  
TO  
LEASE AGREEMENT  
DATED: SEPTEMBER 09, 2004  
(WestRock Site Group #2346)**

The Amendment is dated as of the Effective Date (defined below) and is attached to and constitutes a part of the Lease Agreement dated September 09, 2004 for Leased Premises located at 1605 Prosser Road, Building 4, Knoxville, TN 37914 (together with that certain Amendment To Lease Agreement dated as of September 30, 2009, that certain Amendment To Lease Agreement dated as of September 30, 2012, that certain Amendment To Lease Agreement dated as of January 1, 2016, and that certain Amendment To Lease Agreement dated as of June 15, 2016, and that certain Amendment To Lease Agreement dated as of June 28, 2019, collectively, the “Lease”) and the parties agree to amend the Lease as follows:

- 1) **Rental amount:** Beginning July 01, 2022 the “basic rental” for year one (1) of the extended term of the Lease shall be \$4.50 per square foot annually for a total annual sum of \$607,500.00, payable \$50,625.00 per month. For each year (years 2 thru years 5) thereafter, the “basic rental” rate shall increase by 2.5% per annum.
- 2) **Extended Term:** The Term of the Lease shall continue for a period of sixty (60) months, beginning on July 01, 2022 and ending on June 30, 2027, unless the Term is sooner terminated as provided in the Lease.
- 3) **Force Majeure:** The Landlord shall not be liable for any damages due to the acts of God, riots, strikes, or any other cause not reasonably within the control of Landlord and to the extent which by the exercise of due diligence Landlord is unable to prevent or overcome.
- 4) **Entire Agreement:** This Amendment contains the entire agreement of the parties with respect to any matter covered or mentioned in this Amendment and shall prevail over any conflicting Lease terms. Except as herein modified or amended, the Lease shall remain unchanged and in full force and effect. This Amendment may not be modified except by a writing signed by both parties.
- 5) **Renewal Options:** Tenant shall have two (2), consecutive five (5) year Options to Extend the Lease at the then Fair Market Value, provided Tenant give Landlord written notice of its intention to exercise such options no less than nine (9) months prior to the expiration of the Lease.
- 6) **Cancellation Option:** None.
- 7) **ADDITIONAL TERMS.** Notwithstanding anything to the contrary in the Lease, the following additional terms shall apply and govern:
  - a. **Electronic Payments.** All payments may be made by ACH or other electronic means, and the parties agree to cooperate in setting up any electronic payment methods.
  - b. **Consequential Damage Waiver/Mutual Damage Limitations.** Notwithstanding any provision of the Lease to the contrary, whenever one

party is required to pay damages incurred by the other party in connection with a violation of the terms of the Lease, damages shall be limited to actual, direct damages incurred by the party seeking recovery, and damages shall expressly exclude consequential, punitive, or special damages, except as the same relates to hold over in the Premises by Tenant. Each party will use commercially reasonable efforts to mitigate its damages.

- c. Brokers. Landlord shall be responsible for paying a brokerage fee to Tenant's broker Colliers International (the "Broker") pursuant to prior discussions between those parties. Except for the Broker, each party agrees to indemnify the other party against brokerage claims by any party claiming to represent the indemnifying party. OR
- d. Notice Address / Overnight notice accepted. The parties agree to give Tenant notice to the address(es) shown on the signature page below, and further agree that delivery of notice by nationally recognized overnight carrier (e.g., UPS, FedEx) shall be an acceptable method of notice.
- e. Entry Limits. Except in the event of an emergency, Landlord (and any party entering through or on behalf of Landlord) shall comply Tenant's reasonable security, safety, or access procedures.

The parties have executed this Amendment effective as of the last of the dates written below (the “**Effective Date**”).

LANDLORD:

TENANT:

MULLINS DC, LLC

WESTROCK CONVERTING, LLC,  
f/k/a WestRock Converting Company

DocuSigned by:  
By Jeffrey Duignan  
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DocuSigned by:  
By John Stakel  
95A501CABF244B8...  
John D. Stakel,  
Senior Vice President

Its Managing Member

Date: 4/7/2022

Date: 4/5/2022

DS  
MR